

<i>SERFF Tracking Number:</i>	<i>ACEH-125358928</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-GL-405</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>07-GL-405</i>		
<i>Project Name/Number:</i>	<i>New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405</i>		

Filing at a Glance

Companies: ACE American Insurance Company, Indemnity Insurance Company of North America		
Product Name: 07-GL-405	SERFF Tr Num: ACEH-125358928	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.0001 Commercial General Liability Co	Tr Num: 07-GL-405	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Authors: Barb Niles, CPCU, ARP, Bob Wolfrom	Disposition Date: 09/02/2008
	Date Submitted: 11/14/2007	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: New Large Deductible Reimbursement Endorsements for General Liability	Status of Filing in Domicile: Pending
Project Number: 07-GL-405	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/02/2008	
State Status Changed: 07/16/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
We are pleased to submit for your review and approval twelve (12) new Reimbursement of Deductible endorsements for use on General Liability policies.	

We intend to use these endorsements on loss-sensitive policies issued to large, sophisticated insureds that are willing to assume a significant amount of risk.

SERFF Tracking Number: ACEH-125358928 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 07-GL-405
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: 07-GL-405
 Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Company and Contact

Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com
 436 Walnut Street (215) 640-5123 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company	CoCode: 22667	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 95-2371728	

Indemnity Insurance Company of North America	CoCode: 43575	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 06-1016108	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$50.00	11/14/2007	16645263
Indemnity Insurance Company of North America	\$0.00	11/14/2007	

SERFF Tracking Number: ACEH-125358928 State: Arkansas

First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 07-GL-405

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 07-GL-405

Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/02/2008	09/02/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	07/16/2008	07/16/2008	Bob Wolfrom	07/18/2008	07/18/2008
Pending Industry Response	Edith Roberts	07/16/2008	07/16/2008	Bob Wolfrom	07/18/2008	07/18/2008
Pending Industry Response	Edith Roberts	11/18/2007	11/18/2007	Bob Wolfrom	06/23/2008	06/23/2008
Pending Industry Response	Edith Roberts	11/18/2007	11/18/2007	Bob Wolfrom	06/23/2008	06/23/2008

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Product Name: 07-GL-405
Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Disposition

Disposition Date: 09/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Approval contingent upon use for Large Deductibles only as defined under attached Arkansas Exception
Page - Reimbursement of Deductible - Large deductible definition defined as \$25,000 and above.

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: ACEH-125358928 State: Arkansas
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 Product Name: 07-GL-405
 Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Support Documents	Approved	Yes
Supporting Document	Form Schedules	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included in the Deductible Amount	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included in the Deductible Amount	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where the Insured Has A Pro Rata Reimbursement Obligation	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where the Insured Has A Pro Rata Reimbursement Obligation	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where the Insured Has A Limited Reimbursement Obligation	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where the Insured Has A Limited Reimbursement Obligation	Approved	Yes
Form (revised)	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The	Approved	Yes

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Insurer

Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	Approved	Yes
Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	Approved	Yes
Form	Reimbursement of Deductible Endorsement Indemnity - Only Reimbursement	Approved	Yes
Form	Reimbursement of Deductible Endorsement Indemnity - Only Reimbursement	Approved	Yes
Rate	Arkansas Exception Page	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/16/2008
Submitted Date 07/16/2008

Respond By Date

Dear Robert Wolfrom, CPCU,

This will acknowledge receipt of the captioned filing.

My previous objection letter withstands. You must amend as requested.

I will check with Ms. Rawlings concerning her approval under the commercial auto filing. Those forms possibly may be requested for amendment or approval rescinded.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/18/2008
Submitted Date 07/18/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Attached is an exception page that indicates the forms will be used with large deductibles, defining large as \$25,000 and above. If acceptable we would like to utilize this rule page in lieu of changing the endorsement titles. We have made a countrywide filing with these titles and would prefer to be able to use the same forms in all approved states, without having to amend the form titles in the other 48 approved states.

Changed Items:

SERFF Tracking Number: *ACEH-125358928* *State:* *Arkansas*
First Filing Company: *ACE American Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *07-GL-405*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *07-GL-405*
Project Name/Number: *New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405*

No Supporting Documents changed.

No Form Schedule items changed.

Rate/Rule Schedule Item Changes

Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #
Arkansas Exception Page	July 2008	New	

Sincerely,
Barb Niles, CPCU, ARP, Bob Wolfrom

SERFF Tracking Number: ACEH-125358928 State: Arkansas
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Company Tracking Number: 07-GL-405
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Product Name: *07-GL-405*
Project Name/Number: *New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405*

No Supporting Documents changed.

No Form Schedule items changed.

Rate/Rule Schedule Item Changes

Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #
Arkansas Exception Page	July 2008	New	

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Barb Niles, CPCU, ARP, Bob Wolfrom

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/18/2007

Submitted Date 11/18/2007

Respond By Date

Dear Robert Wolfrom, CPCU,

This will acknowledge receipt of the captioned filing.

These forms have been disapproved before I believe.

They must specifically state that they are for "LARGE" deductibles or retention. Otherwise, as written, they could be applicable to any deductible amount. We only allow consideration of the allocated loss adjustment expenses in risks with large deductibles or retentions.

Also, in addition to including the large deductible within the endorsement title and provisions, please provide statement as to what is considered a large deductible...please specify the threshold.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 06/23/2008

Submitted Date 06/23/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: We wanted to mention that we had received approval on our companion Commercial Automobile filing (Approved by Llyweyia Rawlins on November 15, 2007 under SERFF # ACEH-125356860) without having to alter the titles of the forms. The forms are similar in title and we would wanted to be able to have common titles for both lines of

SERFF Tracking Number: *ACEH-125358928* *State:* *Arkansas*
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Product Name: *07-GL-405*
Project Name/Number: *New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405*
business. (see attached filing schedules)

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Form Schedules

Comment: Related Auto filing schedule to see common form title.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Barb Niles, CPCU, ARP, Bob Wolfrom

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First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
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Objection Letter Date 11/18/2007
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business. (see attached filing schedules)

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Supporting Document Schedule Item Changes

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Comment: Related Auto filing schedule to see common form title.

No Form Schedule items changed.

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Sincerely,

Barb Niles, CPCU, ARP, Bob Wolfrom

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Company Tracking Number: 07-GL-405

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 07-GL-405

Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included in the Deductible Amount	LD-19643d	(09/07)	Endorsement/Amendment/Conditions		0.00	LD-19643d.pdf
Approved	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included in the Deductible Amount	LD-19644d	(09/07)	Endorsement/Amendment/Conditions		0.00	LD-19644d.pdf
Approved	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where the Insured Has A Pro Rata Reimbursement Obligation	LD-19645d	(09/07)	Endorsement/Amendment/Conditions		0.00	LD-19645d.pdf
Approved	Reimbursement of Deductible	LD-19646d	(09/07)	Endorsement/Amendment		0.00	LD-19646d.pdf

SERFF Tracking Number: ACEH-125358928 State: Arkansas

First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 07-GL-405

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 07-GL-405

Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

	Endorsement			ent/Condi		
	Allocated Loss			ons		
	Adjustment					
	Expense					
	("ALAE") Where					
	the Insured Has					
	A Pro Rata					
	Reimbursement					
	Obligation					
Approved	Reimbursement	LD-	(09/07)	Endorseme New	0.00	LD-
	of Deductible	19647d		nt/Amendm		19647d.pdf
	Endorsement			ent/Condi		
	Allocated Loss			ons		
	Adjustment					
	Expense					
	("ALAE") Where					
	the Insured Has					
	A Limited					
	Reimbursement					
	Obligation					
Approved	Reimbursement	LD-	(09/07)	Endorseme New	0.00	LD-
	of Deductible	19648d		nt/Amendm		19648d.pdf
	Endorsement			ent/Condi		
	Allocated Loss			ons		
	Adjustment					
	Expense					
	("ALAE") Where					
	the Insured Has					
	A Limited					
	Reimbursement					
	Obligation					
Approved	Reimbursement	LD-	(09/07)	Endorseme New	0.00	LD-
	of Deductible	19649d		nt/Amendm		19649d.pdf
	Endorsement			ent/Condi		
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Product Name: 07-GL-405

Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Entirely By The Insurer						
Approved	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	LD-19650d	(09/07)	Endorsement/Amendment/Conditions	0.00	LD-19650d.pdf
Approved	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	LD-19651d	(09/07)	Endorsement/Amendment/Conditions	0.00	LD-19651d.pdf
Approved	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	LD-19652d	(09/07)	Endorsement/Amendment/Conditions	0.00	LD-19652d.pdf
Approved	Reimbursement of Deductible Endorsement Indemnity - Only Reimbursement	LD-19653d	(09/07)	Endorsement/Amendment/Conditions	0.00	LD-19653d.pdf
Approved	Reimbursement of Deductible Endorsement Indemnity - Only	LD-19654d	(09/07)	Endorsement/Amendment/Conditions	0.00	LD-19654d.pdf

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Reimbursement

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
INCLUDED IN THE DEDUCTIBLE AMOUNT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT

- 1) Deductible Amount: \$_____
- 2) The Deductible Amount applies separately to:
 - (a) The sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C; and
 - (iii) "ALAE" incurred with respect to an "occurrence" under Coverage A.
 - (b) The sum of:
 - (i) damages per offense under Coverage B; and
 - (ii) "ALAE" incurred with respect to an offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
INCLUDED IN THE DEDUCTIBLE AMOUNT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT

- 1) Deductible Amount: \$_____
- 2) The Deductible Amount applies to the sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) damages per offense under Coverage B; and
 - (iii) medical expenses per accident under Coverage C; and
 - (iv) "ALAE".

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.

- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
WHERE THE INSURED HAS A PRO RATA REIMBURSEMENT OBLIGATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT

- 1) Indemnity: \$_____ ; plus
- 2) "ALAE" apportioned between "you" and "us" as follows:
 - (a) If the amount of settlement or judgment exceeds the stated Deductible Amount, all such "ALAE" shall be borne by "you" and "us" in the same proportion as "your" and "our" respective obligations under this endorsement for payment of the amount of judgment or settlement.
 - (b) If the amount of judgment or settlement does not exceed the stated Deductible Amount, or if the claim or "suit" is settled without payment of damages, all such "ALAE" shall be borne solely by "you".
- 2) The Indemnity Deductible Amount applies separately to:
 - (a) The sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expense per accident under Coverage C, and
 - (b) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
WHERE THE INSURED HAS A PRO RATA REIMBURSEMENT OBLIGATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT

- 1) Indemnity \$_____ ; plus,
- 2) "ALAE" apportioned between "you" and "us" as follows:
 - (a) If the amount of settlement or judgment exceeds the Deductible Amount, all such "ALAE" shall be borne by "you" and "us" in the same proportion as "your" and "our" respective obligations under this endorsement for payment of the amount of judgment or settlement.
 - (b) If the amount of judgment or settlement does not exceed the Reimbursable Amount, or if the claim or "suit" is settled without payment of damages, all such "ALAE" shall be borne solely by "you".
- 2) The Indemnity Deductible Amount applies to the sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expense per accident under Coverage C; and
 - (iii) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
WHERE THE INSURED HAS A LIMITED REIMBURSEMENT OBLIGATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT(S)

- 1) Indemnity: \$_____; plus,
- 2) "ALAE": \$_____
- 3) The Indemnity Deductible Amount applies separately to:
 - (i) The sum of:
 - (a) damages per "occurrence" under Coverage A; and
 - (b) medical expenses per accident under Coverage C, and
 - (ii) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount(s) for any amounts we have paid under this policy.
- 3) The Deductible Amount(s) shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount(s) and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
WHERE THE INSURED HAS A LIMITED REIMBURSEMENT OBLIGATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT(S)

- 1) Indemnity: \$_____; plus,
- 2) "ALAE": \$_____
- 3) The Indemnity Deductible Amount applies to the sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C; and
 - (iii) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount(s) for any amounts we have paid under this policy.
- 3) The Deductible Amount(s) shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.

- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount(s) and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
BORNE ENTIRELY BY THE INSURER**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT

- 1) \$ _____
- 2) The Deductible Amount applies separately to:
 - (a) The sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expense per accident under Coverage C.
 - (b) Damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.

- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
BORNE ENTIRELY BY THE INSURER**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies all insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

I) DEDUCTIBLE AMOUNT

- 1) \$_____
- 2) The Deductible Amount applies to the sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C; and
 - (iii) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible

Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
BORNE ENTIRELY BY THE INSURED**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT(S)

- 1) Indemnity: \$_____; plus,
- 2) All "ALAE".
- 3) The Indemnity Deductible Amount applies separately to:
 - (a) The sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C.
 - (b) Damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount(s) for any amounts we have paid under this policy.
- 3) The Deductible Amount(s) shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.

- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount(s) and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
BORNE ENTIRELY BY THE INSURED**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT(S)

- 1) Indemnity: \$_____; plus,
- 2) All "ALAE".
- 3) The Indemnity Deductible Amount applies to the sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C; and
 - (iii) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount(s) for any amounts we have paid under this policy.
- 3) The Deductible Amount(s) shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.

- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount(s) and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
INDEMNITY-ONLY REIMBURSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT

- 1) Indemnity: \$_____
- 2) The Deductible Amount applies separately to:
 - (a) The sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C.
 - (b) Damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.

- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
INDEMNITY-ONLY REIMBURSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT

- 1) \$ _____
- 2) The Deductible Amount applies to the sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C; and
 - (iii) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible

Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

<i>SERFF Tracking Number:</i>	<i>ACEH-125358928</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-GL-405</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>07-GL-405</i>		
<i>Project Name/Number:</i>	<i>New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125358928 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 07-GL-405
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: 07-GL-405
 Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Approved	Arkansas Exception Page	July 2008	New	AR Exception Rule Page.pdf

ARKANSAS
EXCEPTION PAGE
REIMBURSEMENT OF DEDUCTIBLE

Commercial Lines Manual
Division Six – General Liability

Additional Rule

The filed Reimbursement of Deductible forms apply to risks subject to large deductibles. Large deductibles are defined as \$25,000 and above.

ACE American Insurance Company
Indemnity Insurance Company of North America

Distribution Date: July 2008

SERFF Tracking Number: ACEH-125358928 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-GL-405
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 07-GL-405
Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Supporting Document Schedules

Review Status:
Bypassed -Name: Uniform Transmittal Document- Property & Casualty **Approved** 09/02/2008
Bypass Reason: According to SERFF, this document is no longer necessary since the information is already included in the general information screen.
Comments:

Review Status:
Satisfied -Name: Support Documents **Approved** 09/02/2008
Comments:
Attachments:
Deductible example.pdf
GL Filing Memo_Other States.pdf

Review Status:
Satisfied -Name: Form Schedules **Approved** 09/02/2008
Comments:
Related Auto filing schedule to see common form title.
Attachments:
GL Form Schedule-13.pdf
Related Auto Form Filing Schedule.pdf

Review Status:
Satisfied -Name: Form Schedules **Approved** 09/02/2008
Comments:
Related Auto filing schedule to see common form title.
Attachments:
GL Form Schedule-13.pdf
Related Auto Form Filing Schedule.pdf

Reimbursement of Deductible

Example											
Policy Limit	1,000,000										
Deductible	250,000										
		(1) & (6)		(2)		(3)		(4)		(5)	
		ACE	Insured	ACE	Insured	ACE	Insured	ACE	Insured	ACE	Insured
		pays	reimburses ACE	pays	reimburses ACE	pays	reimburses ACE	pays	reimburses ACE	pays	reimburses ACE
Indemnity Loss*	300,000	300,000	50,000	300,000	50,000	300,000	250,000	300,000	250,000	300,000	250,000
ALAE*	150,000	-	150,000	150,000	-	150,000	included	50,000	125,000	50,000	100,000
Indemnity Loss*	100,000	100,000	100,000	100,000	100,000	100,000	250,000	100,000	100,000	100,000	100,000
ALAE*	150,000	-	150,000	150,000	-	150,000	included	-	150,000	0	100,000
Indemnity Loss*	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
ALAE*	150,000	-	150,000	150,000	-	150,000	included	-	150,000	50,000	100,000
Indemnity Loss*	300,000	300,000	250,000	300,000	250,000	300,000	250,000	300,000	250,000	300,000	250,000
ALAE*	800,000		800,000	800,000	-	800,000	included	133,333	666,667	800,000	100,000

*one accident or occurrence

*ALAE limited to \$100,000

- (1) ALAE BORNE ENTIRELY BY THE INSURED
- (2) ALAE BORNE ENTIRELY BY THE INSURER
- (3) ALAE INCLUDED IN DEDUCTIBLE
- (4) ALAE PRO RATA
- (5) ALAE LIMITED OBLIGATION TO THE INSURED
- (6) INDEMNITY ONLY

Auto Reimbursement of Deductible Forms

ALAE BORNE ENTIRELY BY THE INSURED	DA19477
ALAE BORNE ENTIRELY BY THE INSURER	DA19478
ALAE INCLUDED IN DEDUCTIBLE	DA19479
ALAE PRO RATA	DA19480
ALAE LIMITED OBLIGATION TO THE INSURED	DA19481

General Liability Reimbursement of Deductible Forms

ALAE INCLUDED IN DEDUCTIBLE	LD19643	separately
ALAE INCLUDED IN DEDUCTIBLE	LD19644	sum of coverages*
ALAE PRO RATA	LD19645	separately
ALAE PRO RATA	LD19646	sum of coverages*
ALAE LIMITED OBLIGATION TO THE INSURED	LD19647	separately
ALAE LIMITED OBLIGATION TO THE INSURED	LD19648	sum of coverages*
ALAE BORNE ENTIRELY BY THE INSURER	LD19649	separately
ALAE BORNE ENTIRELY BY THE INSURER	LD19650	sum of coverages*
ALAE BORNE ENTIRELY BY THE INSURED	LD19651	separately
ALAE BORNE ENTIRELY BY THE INSURED	LD19652	sum of coverages*
INDEMNITY ONLY	LD19653	separately
INDEMNITY ONLY	LD19654	sum of coverages*

* applies to sum of coverages A&C and separately to coverage B

FILING MEMORANDUM

GENERAL LIABILITY COVERAGE

Reimbursement of Deductible Endorsements

We are pleased to submit for your review and approval twelve (12) new Reimbursement of Deductible endorsements for use on General Liability policies.

We intend to use these endorsements on loss-sensitive policies issued to large, sophisticated insureds that are willing to assume a significant amount of risk.

I. SUMMARY OF OUR NEW ENDORSEMENTS

- 1) The new endorsements clarify that our obligations, including the duty to defend and the limit of insurance, under the policy are not changed by the reimbursement provisions of the endorsement.
- 2) Six (6) of the new deductible endorsements apply the deductible separately: i) damages and ALAE under Coverage A and medical payments under coverage C, and; ii) damages and ALAE under Coverage B.
- 3) However, the other six (6) new deductible endorsements will apply the deductible to the sum of damages under any coverage trigger. Many of our policyholders want the deductible to be applied in this manner.
- 4) The new endorsements clarify that the insured must provide us with collateral, and that we will treat non-receipt of collateral the same way we treat non-payment of premium.
- 5) The new endorsements make all named insureds under the policy jointly and severally liable for the obligation to reimburse us for losses we have paid under the policy.
- 6) The new endorsements have six (6) different ALAE treatments as discussed below.

II. LARGE DEDUCTIBLE ENDORSEMENTS

Our customers have different risk appetites for retaining the risk associated with ALAE via a large deductible endorsement on a loss-sensitive policy. These new endorsements will allow us to tailor how the ALAE is shared between our insureds and ACE.

None of these endorsements relieve ACE of its duty under the policy to defend and pay damages to 3rd parties. The endorsements require ACE American to defend and pay the injured party and then seek reimbursement for amounts within the deductible from the insured.

There are six (6) different ways in which ALAE is treated under the new deductible endorsements:

1) ALAE Included in the Deductible

- The deductible applies to the sum of losses plus ALAE for each occurrence, and the insured must reimburse us for that amount.

2) ALAE Borne Entirely by the Insured

- The deductible applies to the loss portion of an occurrence and the insured must reimburse us for that amount, plus the insured must reimburse us for all ALAE.

3) ALAE Borne Entirely by the Insurer

- The deductible applies to the loss portion of an occurrence and the insured is responsible for reimbursing us for that amount, but the insured is not responsible for reimbursing us for any ALAE.

4) ALAE Where the Insured has a Pro Rata Reimbursement Obligation

- The deductible applies to the loss portion of an occurrence and the insured is responsible for reimbursing us for that amount, but the insured's ALAE reimbursement obligation is based on the proportion that damages within the deductible bears to total damages.

5) ALAE Where the Insured has a Limited Reimbursement Obligation

- The deductible applies to the loss portion of an occurrence and the insured is responsible for reimbursing us for that amount, plus the insured is responsible for reimbursing us for ALAE up to a specified or sub-limited amount.

6) Indemnity–Only Deductible

- The deductible applies only to the loss portion of an occurrence and the insured must reimburse us for that amount. The insured is responsible for all ALAE. This option is used when ALAE is excluded from the policy.

III. OTHER ISSUES AND CONSIDERATIONS

1) Premiums and Rating Plans

The premiums charged for offering these endorsements will be calculated in accordance with the Loss Rating Rule of the ISO Composite Rating Plan and ACE exceptions thereto and will be fully documented in the underwriting file. The underwriting analysis can include (but is not limited to) an evaluation of the account's prior loss history, manual rating, loss rating, financial risk factors, and other standard underwriting techniques used in analyzing a risk.

2) Collateral

We will collateralize the insured's obligation to us within the deductible. The amount of the insured's obligation that we will require collateral for will vary with the insured's financial strength. We may collateralize to an amount higher or lower than the expected losses based on our evaluation of the credit risk that the insured poses. The deductible endorsements provide for policy cancellation if the Insured fails to provide the required collateral (i.e. non-payment of collateral is treated the same as non-payment of premium for cancellation purposes).

We wish to implement use of these new endorsements at the earliest possible effective date permitted.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07-GL-405		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		n/a		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included In The Deductible Amount	LD-19643d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included In The Deductible Amount	LD-19644d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where The Insured Has A Pro Rata Reimbursement Obligation	LD-19645d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where The Insured Has A Pro Rata Reimbursement Obligation	LD-19646d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where The Insured Has A Limited Reimbursement Obligation	LD-19647d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE")	LD-19648d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

	Where The Insured Has A Limited Reimbursement Obligation				
07	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	LD-19649d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	LD-19650d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	LD-19651d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	LD-19652d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Reimbursement of Deductible Endorsement Indemnity-Only Reimbursement	LD-19653d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Reimbursement of Deductible Endorsement Indemnity-Only Reimbursement	LD-19654d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Loss Reimbursement Amendatory Endorsement-Loss Reimbursement	ALL-19747a(11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

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1.	This filing transmittal is part of Company Tracking #		07-CA-400		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Reimbursement of Deductible Endorsement-ALAE Borne Entirely By The Insured	DA-19477d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Reimbursement of Deductible Endorsement-ALAE Borne Entirely By The Insurer	DA-19478d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Reimbursement of Deductible Endorsement-ALAE Included In The Deductible amount	DA-19479d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reimbursement of Deductible Endorsement-ALAE Where The Insured Has A Pro Rata Reimbursement Obligation	DA-19480d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Reimbursement of Deductible Endorsement-ALAE Where The Insured Has A Limited Reimbursement Obligation	DA-19481d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Loss Reimbursement Amendatory Endorsement-Loss Reimbursement	ALL-19747a	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Effective March 1, 2007

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(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07-GL-405		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		n/a		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included In The Deductible Amount	LD-19643d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included In The Deductible Amount	LD-19644d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where The Insured Has A Pro Rata Reimbursement Obligation	LD-19645d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where The Insured Has A Pro Rata Reimbursement Obligation	LD-19646d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Where The Insured Has A Limited Reimbursement Obligation	LD-19647d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE")	LD-19648d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

	Where The Insured Has A Limited Reimbursement Obligation				
07	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	LD-19649d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	LD-19650d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	LD-19651d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured	LD-19652d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Reimbursement of Deductible Endorsement Indemnity-Only Reimbursement	LD-19653d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Reimbursement of Deductible Endorsement Indemnity-Only Reimbursement	LD-19654d (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Loss Reimbursement Amendatory Endorsement-Loss Reimbursement	ALL-19747a(11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07-CA-400		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Reimbursement of Deductible Endorsement-ALAE Borne Entirely By The Insured	DA-19477d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Reimbursement of Deductible Endorsement-ALAE Borne Entirely By The Insurer	DA-19478d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Reimbursement of Deductible Endorsement-ALAE Included In The Deductible amount	DA-19479d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reimbursement of Deductible Endorsement-ALAE Where The Insured Has A Pro Rata Reimbursement Obligation	DA-19480d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Reimbursement of Deductible Endorsement-ALAE Where The Insured Has A Limited Reimbursement Obligation	DA-19481d (09/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Loss Reimbursement Amendatory Endorsement-Loss Reimbursement	ALL-19747a	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Effective March 1, 2007

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SERFF Tracking Number: ACEH-125358928 State: Arkansas

First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 07-GL-405

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 07-GL-405

Project Name/Number: New Large Deductible Reimbursement Endorsements for General Liability/07-GL-405

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Reimbursement of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insurer	11/14/2007	LD-19648d.pdf

**REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT
ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE")
WHERE THE INSURED HAS A LIMITED REIMBURSEMENT OBLIGATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS LIABILITY**

I) DEDUCTIBLE AMOUNT(S)

- 1) Indemnity: \$_____; plus,
- 2) "ALAE": \$_____
- 3) The Indemnity Deductible Amount applies to the sum of:
 - (i) damages per "occurrence" under Coverage A; and
 - (ii) medical expenses per accident under Coverage C; and
 - (iii) damages per offense under Coverage B.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay up to the Limits of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount(s) for any amounts we have paid under this policy.
- 3) The Deductible Amount(s) shown in Section I of this endorsement will apply per "occurrence" or per offense, regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all reimbursable amounts under this endorsement.

- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount(s) and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

"Allocated Loss Adjustment Expense(s)" or "ALAE" means such claim expenses, costs and any interest provided for under Section 1 – Coverages, Supplementary Payments – Coverages A and B of this policy, that are incurred in connection with the investigation, administration, adjustment, subrogation, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limits of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent